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RECORDATION NO. 8021-A

MAR 9 1983 - 1 22 PM

J. Gary Lane
Assistant General Attorney
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INTERSTATE COMMERCE COMMISSION

March 8, 1983

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C.

3-3684510
No. MAR 9 1983
Date
Fee \$ 10.00

RECEIVED
MAR 9 1 15 PM '83
FEE OPERATION BR

Dear Mrs. Mergenovich:

ICC Washington, D. C.

In accordance with 49 U.S.C. §11303 and the Commission's rules, I submit herewith for recording with the Commission eight original counterparts of the document described below.

(1) This document is an Assignment of Lease dated as of March 1, 1983, between Railbox Company, 101 North Wacker Drive, Chicago, Illinois 60606, Assignor, and Norfolk and Western Railway Company, 8 North Jefferson Street, Roanoke, Virginia 24042, Assignee, and is a "secondary document" under 49 C.F.R. §1116.1.

(2) The "primary document" and other secondary documents to which the enclosed document is connected include a Lease of Railroad Equipment dated as of August 1, 1975, between American Rail Box Car Company, Lessee (now known as Railbox Company) and United States Trust Company of New York, as trustee, Lessor, which was filed and recorded in your office on August 7, 1975, at 2:30 P.M. and assigned recordation No. 8021-A.

(3) We request that the enclosed document be cross-indexed. Additional secondary documents to which the enclosed document is connected and should be cross-indexed include: (i) a Conditional Sale Agreement dated as of August 1, 1975, among Pullman Incorporated (Pullman-Standard Division), Vendor, United States Trust Company of New York, as trustee, Owner-Trustee, and Norfolk and Western Railway Company, Guarantor, which was filed with the Commission on August 7, 1975, at 2:30 P.M. and assigned recordation No. 8021, and (ii) a Conditional Sale Agreement dated as of August 1, 1975, among FMC Corporation, Vendor, United States Trust Company of New York, as trustee, Owner-Trustee, and Norfolk and Western Railway Company,

Christy Moore
Mari Braden

Guarantor, which was filed with the Commission on September 8, 1975, at 3:55 P.M. and assigned recordation No. 8041.

(4) The railroad equipment covered by the enclosed document is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Assignor's Identifying Marks (both inclusive)</u>	<u>Assignee's Proposed Identifying Marks (both inclusive)</u>
978	50' 6" 70- ton General Service Boxcars	XM	RBOX 15000-15675* RBOX 17700-18023**	NW 915000-915675 NW 917700-918023

*Excludes units RBOX 15100, 15123, 15235, 15236, 15260, 15290, 15313, 15339, 15355, 15432, 15436, 15624, 15642. Units from RBOX 15000-15675 series are subject to the Conditional Sale Agreement identified in paragraph 3(i) above.

**Excludes units RBOX 17800, 17808, 17846, 17926, 17953, 17954, 17980, 17995, 18007. Units from RBOX 17700-18023 series are subject to the Conditional Sale Agreement identified in paragraph 3(ii) above.

Each unit of equipment will be marked in letters not less than one-half inch in height with the words:

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED
UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c

or other appropriate words of similar import.

(5) The names and addresses of the parties to the enclosed document are shown in paragraph (1) above.

(6) After recordation, please return six of the original counterparts, stamped with the Commission's recordation data, to J. Gary Lane, Assistant General Attorney, Norfolk and Western Railway Company, 8 North Jefferson Street, Roanoke, Virginia 24042.

(7) The recordation fee of \$10.00 is enclosed.

(8) A short summary of the enclosed document for use in the index follows:

This is an Assignment of Lease dated as of March 1, 1983, between Railbox Company, Assignor, and Norfolk and Western Railway Company, Assignee, relating to a Lease of Railroad Equipment with Recordation No. 8021-A, and covering 978 general service boxcars with identifying numbers from RBOX 15000-15675 and RBOX 17700-18023, inclusive, and proposing to change the identifying numbers to NW 915000-915675 and NW 917700-918023, inclusive.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Gary Lane", with a stylized flourish at the end.

J. Gary Lane

mp

Encl.

RECORDATION NO. *8031 F* Filed 1425

MAR 9 1983 - 1 22 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

Dated as of March 1, 1983

Between

RAILBOX COMPANY, Assignor

and

NORFOLK AND WESTERN RAILWAY COMPANY, Assignee

Covering

978 50' 6" 70-ton Capacity
General Service Box Cars

ASSIGNMENT OF LEASE, dated as of March 1, 1983 (hereinafter called this Assignment), by and between NORFOLK AND WESTERN RAILWAY COMPANY (hereinafter called the Assignee) and RAILBOX COMPANY (hereinafter called the Assignor), as Lessee under a Lease of Railroad Equipment dated as of August 1, 1975 (hereinafter called the Lease), between the Assignor, a Delaware corporation (therein called the Lessee), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as Trustee (therein and hereinafter, together with its successors and assigns, called the Owner-Trustee) under a Trust Agreement dated as of August 1, 1975, with GENERAL ELECTRIC CREDIT CORPORATION (therein and hereinafter called the Owner).

* * * * *

WHEREAS, pursuant to Section 1 of a Guaranty Agreement dated as of August 1, 1975 (hereinafter called the Guaranty), between the Assignee and the Owner-Trustee, the Assignee guaranteed the due and punctual payment of the rentals payable under the Lease;

WHEREAS, in fulfillment of its obligations under Section 1 of the Guaranty, the Assignee has made to Mercantile-Safe Deposit and Trust Company (hereinafter called the Vendor) and the Owner the rental and casualty payments payable on March 1, 1983, as required by §3 of the Lease, in order to prevent the occurrence of an Event of Default as defined in subparagraph A of the first paragraph of §10 thereof;

WHEREAS, §16 of the Lease provides if the Assignee shall make any payments to the Owner, the Owner-Trustee or the Vendor on account of its guaranty under the Guaranty in order to prevent the occurrence of such an Event of Default then, upon the written request of the Assignee, the Assignor shall assign to the Assignee all the Assignor's right, title and interest in and to the Lease and the units of railroad equipment subject thereto and described in Exhibit A hereto (hereinafter called the Units); and

WHEREAS, the Assignee has made such a written request to the Assignor.

NOW, THEREFORE, in consideration of the payments made and to be made by Assignee and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Assignment. The Assignor hereby conveys, transfers and assigns to the Assignee all the Assignor's right, title and interest in and to the Lease and the Units. In addition, the

Assignor forthwith shall convey, transfer or assign to the Assignee all the Assignor's right, title and interest in any subleases with respect to the Units and take any other action and execute any documents reasonably requested by the Assignee or the Owner-Trustee.

2. Assumption. The Assignee hereby assumes all the obligations of the Assignor under the Lease and shall be entitled to all of the rights, titles, interests, powers and privileges of the Assignor thereunder; provided, however, that such assumption shall not relieve the Assignor from any of its obligations under the Lease, due and payable on or prior to the date of this Assignment, to the Assignee, the Owner-Trustee and the Vendor. Concurrently with the execution of this Assignment by both parties hereto, or as soon thereafter as is reasonably practicable, the Assignee may, together with the Owner-Trustee, enter into a new lease of the Units in substantially the same form as the Lease. When executed, such new lease shall in all respects replace and supersede the Lease with respect to the Units and the Assignor's obligations relating thereto; provided, however, that nothing in this or the preceding sentence shall be construed to impair or diminish in any manner any rights of recovery the Assignee may have against the Assignor.

3. Possession and Remarking of Units. The Assignor forthwith shall relinquish possession of the Units to the Assignee and, upon the request of the Assignee, shall give prompt telegraphic and written notice to the Association of American Railroads and all railroads having possession of any Unit that the Assignor has assigned such Units to the Assignee and that such Association and all such railroads thenceforth shall treat such Units as owned by the Assignee and that car hire and all other charges therefor are due to Assignee.

Without in any way limiting the obligations of the Assignor under the foregoing provisions of this Section 3, the Assignor hereby irrevocably appoints the Assignee as its agent and attorney, with full power and authority, at any time while the Assignor is obligated to relinquish possession of any Unit to the Assignee, to demand and take possession of such Unit, pursuant to the terms of any contractual arrangement the Assignor may have with a party or parties in possession of such Unit, in the name and on behalf of the Assignor from whomsoever shall be in actual possession of such Unit at the time.

The Assignee, upon obtaining possession thereof, shall cause each Unit to be renumbered with new identifying numbers.

4. Delivery of Revenues. Any car hire charges or any other revenues whatsoever generated on account of possession of any Unit from and after March 1, 1983, forthwith shall be remitted by the Assignor, if received by the Assignor, to the Assignee.

5. Assignment of Lease and Agreement. Nothing herein shall be construed to alter in any way the rights and obligations of the parties to the Assignment of Lease and Agreement dated as of August 1, 1975 (hereinafter called the Lease Assignment), between the Owner-Trustee and the Vendor, or the rights of the Vendor under the Lessee's Consent and Agreement attached to the Lease Assignment. The Assignee hereby assumes all the obligations of the Assignor under such Lessee's Consent and Agreement as if the Assignee were a signatory thereto. This Assignment is expressly made for the benefit of the Owner-Trustee and the Vendor.

6. Entire Contract. This Assignment shall be deemed to constitute the complete and final contract between the parties hereto in respect of the matters expressly covered hereby.

7. Modification. The terms of this Assignment shall not be waived, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by both parties hereto.

8. Succession. The rights and obligations of this Assignment shall extend to and be binding upon the respective successors of the parties hereto.

9. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Governing Law. This Assignment shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Virginia; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act).

11. Forwarding of Notices, etc. If, after the execution of this Assignment by both parties hereto, the Assignor shall receive any notice, certificate, document or report pursuant to the provisions of §19 of the Lease, the Assignor shall immediately upon receipt of any such notice, certificate, document or report give the Assignee telephonic advice as to the substance thereof, followed by a copy thereof in such form and by such means as the Assignee reasonably shall specify.

12. Recordation. Immediately after the execution of this Assignment by both parties hereto, the Assignee shall cause this Assignment and all supplements thereto to be duly filed and recorded with the Interstate Commerce Commerce in accordance with 49 U.S.C. §11303.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

[CORPORATE SEAL]

Attest:

T.D. Marlow

RAILBOX COMPANY

By

[Signature]

[CORPORATE SEAL]

Attest:

Joseph Patrick

NORFOLK AND WESTERN RAILWAY COMPANY

By

[Signature]

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 1st day of MARCH, 1983, before me personally appeared N. V. REICHERT, to me personally known who, being by me duly sworn, says that he is V. P. - FINANCE of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]
My Commission expires:

MY COMMISSION EXPIRES
AUGUST 29, 1984

COMMONWEALTH OF VIRGINIA)
) ss.
CITY OF ROANOKE)

On this 28th day of February, 1983, before me personally appeared R. F. Dunlap, to me personally known who, being by me duly sworn, says that he is President of NORFOLK AND WESTERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]
My Commission expires:

April 8, 1983

EXHIBIT A

<u>Type</u>	<u>Mechanical Designation</u>	<u>Quantity</u>	Assignor's		Assignee's	
			Identifying Numbers	(All Sets Inclusive)	Proposed Identifying Numbers	(All Sets Inclusive)
50' 6" 70-ton capacity, general service box car	XM	980*	RBOX 15000-15099	NW 915000-915099		
			15101-15122	915101-915122		
			15124-15234	915124-915234		
			15236-15259	915236-915259		
			15261-15289	915261-915289		
			15291-15312	915291-915312		
			15314-15354	915314-915354		
			15356-15431	915356-915431		
			15433-15435	915433-915435		
			15437-15623	915437-915623		
			15625-15641	915625-915641		
			15643-15675	915643-915675		
			17700-17799	917700-917799		
			17801-17807	917801-917807		
			17809-17845	917809-917845		
			17847-17925	917847-917925		
			17927-17952	917927-917952		
			17955-17979	917955-917979		
			17981-17994	917981-917994		
			17996-18006	917996-918006		
			18008-18023	918008-918023		

*Two of these units (RBOX 15339 and RBOX 15236) have suffered a casualty occurrence and are included in this schedule only to reflect the assignment to Assignee of any claims, causes of action or other rights or remedies Assignor may have against any third parties or any proceeds therefrom.

Interstate Commerce Commission
Washington, D.C. 20423

3/9/83

OFFICE OF THE SECRETARY

J. Gary Lane
Norfolk & Western Railway Co.
Law Dept.
Roanoke, VA. 24042-0041

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/9/83 at 1:20pm, and assigned recordation number(s). 8921-F

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)